

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1   34	
2. AMENDMENT/MODIFICATION NO. <b>0008</b>		3. EFFECTIVE DATE <b>21Jan 04</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEERING & SUPPORT CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822		CODE <b>DACA87</b>		7. ADMINISTERED BY (If other than item 6) ACQUISITION SUPPORT TEAM/CT-S ATTN: VIRGINIA E. MITCHELL 256-895-1229 HUNTSVILLE AL 35816-1822		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>DACA87-02-R-0005</b>	
				X		9B. DATED (SEE ITEM 11) <b>23 Jan 2003</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <div style="font-size: 24px; font-weight: bold;">See Continuation Pages.</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL:		EMAIL:	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

## STANDARD FORM (SF) 30 BLOCK 14 CONTINUATION PAGE

1. For ease of identification, changed areas are in bold and italics. *For ease of posting, Sections L and M are hereby replaced in their entirety.* This does not apply to new attachments or exhibits. Subject solicitation has been modified as follows:

2. Modifications hereby made to Section L, Instructions, Conditions, and Notices to Offerors, of the solicitation:

(a) L.7.5 Detailed Instructions for Price Proposal, Section 2. A.3. Pricing Assumptions and Proposal Details is revised to *ADD* the sentence at the end of the paragraph referring to insurance costs. Offerors are advised to review this change carefully.

(b) L.7.5 Detailed Instructions for Price Proposal, Section 2. B Offerors proposing tariff rates may use the following method is revised to *ADD* a sentence near the very end of the paragraph referring to insurance costs. Offerors are advised to review this change carefully.

3. Modifications hereby made to Section M, Evaluation Factors For Award, of the solicitation:

(a) The former M.2, Accounting System has now become M.3, and all subsequent paragraphs have been renumbered. M.2, Evaluation of Proposals has been ADDED along with a Sample Confidentiality Agreement at the end of Section M. Offerors are advised to review these additions very carefully.

(b) M.4, Evaluation Factors and Subfactors , Factor 3 Risk, Subfactor 1. The word “Performance” has been DELETED and replaced with “Contract Risk.”

4. To facilitate the posting of these changes the following pages are hereby deleted and the revised pages substitutes are therefore:

<u>SECTION</u>	<u>DELETE</u>	<u>SUBSTITUTE/ADD</u>
L	Pages L-1 through M-25 Amend 0007	Pages L-1 through L-25 Amend 0008
M	Pages M-1 through M-5 Amend 0006	Pages M-1 through M-7 Amend 0008

3. Offerors must acknowledge receipt of this amendment with their proposal revision at the required closing date and time. The date and time specified for receipt of proposals remains is hereby extended to Tuesday, 3 February 2004, 2:00 p.m. Central Standard Time (CST).

4. All other terms and conditions remain unchanged.

## SECTION L

# Instructions, Conditions, and Notices to Offerors

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## L.1 SOLICITATION PROVISIONS

### L.1.1 52.252-1: SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (IN ACCORDANCE WITH FAR 52.107[A])

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

As of this printing, the full text of a solicitation provision may be accessed electronically at these addresses: <http://farsite.hill.af.mil> (all provisions) and <http://www.arnet.gov/far>.

The following FAR and DFARS clauses are incorporated by reference:

Paragraph	Clause Title	Date
52.215-16	Facilities Capital Cost of Money – see clause H.7 (IN ACCORDANCE WITH FAR 15.408(h))	Oct 1997
52.215-20	Requirement for Cost or Pricing Data or Information other than Cost or Pricing Data – Alt IV (IN ACCORDANCE WITH FAR 15.408[I] & [I][4])	Oct 1997 Oct 1997
52.237-1	Site Visit (IN ACCORDANCE WITH FAR 37.110 [a])	Apr 1984
52.252-5	Authorized Deviations in Provisions (IN ACCORDANCE WITH FAR 52.107[e]) (a) The use in this solicitation of any Defense Federal Acquisition Regulation (DFAR) Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.	Apr 1984
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (IN ACCORDANCE WITH DFARS 204.602-70)	Aug 1999

#### 52.204-6 Data Universal Numbering System (DUNS) Number. (June 1999)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the Offeror's name and address

exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an Offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## **52.215-1 Instructions to Offerors-Competitive Acquisition (May 2001)**

(a) *Definitions.* As used in this provision-  
Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal. "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media

in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision. (2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

- (3) It is the only proposal received.

- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award.

Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile

received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive

range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other Offerors:

- (i) The overall evaluated cost or price and technical rating of the successful Offeror;
- (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(End of provision)

*Alternate I (Oct 1997).*

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

*Alternate II (Oct 1997).*

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all Offerors an opportunity to submit revised proposals based on the revised requirements.

**52.216-1 Type of Contract. (Apr 1984) *applies to non-regulated offers only***

The Government may award a Fixed Price – Price Redetermination Prospective, Fixed Price, or Fixed Price with Economic Price Adjustment Requirements utility services contract resulting from this solicitation.

(End of provision)

**52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (Feb 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier Subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and Subcontractors to be in compliance with Executive Order 11246.

(End of provision)

**52.233-2 Service of Protest. (Aug 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

US Army Engineering & Support Center, Huntsville  
CEHNC-CT-S/Ms. Sharon Butler, Contracting Officer  
4820 University Square  
Huntsville, AL 35816-1822

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)



## L.2 INFORMATION TO OFFERORS

### L.2.1 General Information

#### L.2.1.1 Contractor Selection

Selection of a Contractor will be based on a best value determination consistent with the evaluation factors described in Section M, Evaluation Factors for Award. Pursuant to the provisions of the Clause at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to negotiate with all responsible Offerors whose proposals are determined to be within the competitive range. FAR 15.306, Exchanges with Offerors after receipt of proposals, requires that the contracting officer establish a competitive range. Those Offerors outside the competitive range will not be permitted to continue in the procurement and will be notified in writing. Offerors are encouraged to submit their best offer as their initial offer.

#### L.2.1.2 Point of Contact

The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition. Address any and all questions or concerns in writing to the PCO:

US Army Engineering & Support Center, Huntsville  
CEHNC-CT-S/Ms. Sharon Butler, Contracting Officer  
4820 University Square  
Huntsville, AL 35816-1822

Fax no: 256-895-1172

E-mail: [Sharon.H.Butler@hnd01.usace.army.mil](mailto:Sharon.H.Butler@hnd01.usace.army.mil)

#### L.2.1.3 Debriefings

All Offerors may request debriefings by providing a written request to the PCO at the address located in Block 8 of Section A within 3 calendar days after receiving notification from the PCO of elimination from the competitive range or award of contract. To the maximum extent practicable, debriefings will be conducted within 5 days of the debriefing request.

#### L.2.1.4 Site Visits

Pursuant to FAR 52.237-1, *Site Visit*, site visits will be allowed between **April 09, 2003 and October 01, 2003**. Offerors may schedule site visits by contacting the PCO. The request for a site visit shall include the areas of the installation the Offeror wishes to view. Site visit requests shall be made with a minimum of 1-week advance notice

#### L.2.1.5 Technical Library

A Technical Library will be available from **April 09, 2003** until the proposal due date for Offerors to view data that were not available in electronic format. Offerors should contact the PCO to arrange entrance into the Library.

#### L.2.1.6 Proprietary Information

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information. Proposals submitted in response to this solicitation will not be returned.

## L.2.2 Notices and Reservations

L.2.2.1 The Government will only acquire utility services if it conveys the related utility system(s). The Government can only convey the utility system(s) if it determines that (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned.

L.2.2.2 The Government reserves the right to make no award to any Offeror.

## L.3 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

This section provides general guidance for preparing proposals and proposal revisions, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions.

The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

### L.3.1 Proposal Organization/Page Limits

Offerors shall prepare the proposal as set forth in the table below. The titles, contents, and page limits of each volume shall be as defined in the table below.

Volume	Paragraph Number	Title	Maximum Page Limit
I		Technical Proposal (Typed)	200*
II		Past Performance	50**
III		Contract Documentation	None
IV		Price Proposal	None

**\*Pages may be 200 single-sided pages or 100 double-sided pages.**

**\*\*Pages may be 50 single-sided pages or 25 double-sided pages.**

### L.3.2 Proposal Format

The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide a convincing rationale explaining how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offerors proposal.

**Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing.**

Elaborate graphics, multi-media functions (for example, video clips or sound bites), or other embellishments are unnecessary and are not desired.

### L.3.3 Distribution

Offeror shall submit an original and three hard copies in three-ring binders. An additional copy shall be submitted on a CD.

### **L.3.4 Electronic Media**

**All Volumes** shall be submitted on CD ROM disks in application-specific files developed and saved using the following versions of Microsoft software: *Word 97, Excel 97, PowerPoint 97, Windows 95, or Microsoft Office 2000*. Electronic proposal files should be no more than four megabytes (4MB) in size. Offerors are encouraged to refrain from incorporating detailed graphic items (other than any plans or drawings) as they are not required or desired. Any scanned documents incorporated into an Offeror's proposal shall be split into multiple files so that each individual file is no more than 4MB. If multiple files are required for a given volume, Offerors shall organize their electronic submission so that each volume is contained in a separate directory. Each CD shall contain an electronic label, which is to be established on a CD when the CD is formatted. No password-protected, zipped, or self-extracting files shall be used.

Offeror should take reasonable precautions to ensure that CDs provided are free of viruses. Offerors are reminded that if the hard copy version contains restrictive legends the CD shall contain the same markings.

### **L.3.5 Pages and Typing**

Page size shall be 8½ by 11 inches (*Word for Windows* portrait format) or 11 by 8½ inches (*Word for Windows* landscape format). Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings, and maps. Pages sized 11 by 17 inches will be counted as two pages.

Text shall be single-spaced, in 11-point Arial font. Arial font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. For charts, graphs, and figures/diagrams, the font shall be no smaller than 5 point. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages will be numbered sequentially by volume. These page format restrictions shall also apply to responses to any correspondence provided during the negotiation process.

Page limitations shall be treated as maximums. If exceeded, excess pages will not be read or considered in the evaluation of the proposal.

Each page shall be counted except for the following: cover pages, table of contents, cross-reference matrix, tabs, glossaries, and attachments (tariffs, statutes, operating manuals, performance specifications, etc).

### **L.3.6 Cost or Pricing Information**

All cost or pricing information, except that described below, shall only be addressed in the price proposal. Cost trade-off information, work-hour estimates, and material kinds and quantities may be used in other volumes as appropriate to support design and trade-off decisions.

### **L.3.7 Proposal Structure**

Each section or part of the Offeror's proposal shall clearly identify the specific solicitation requirements it addresses.

### **L.3.8 Glossary of Abbreviations and Acronyms**

The Government recommends that each volume contain a glossary of abbreviations and acronyms. Glossaries will not count against the page limitations for their respective volumes.

### **L.3.9 Documents Incorporated by Reference**

Offerors may incorporate by reference documents such as statutes, tariffs, operating manuals, performance specifications, etc. within the proposal volumes. However, the full text documents shall be provided as attachments to the appropriate volume.

### **L.3.10 Proposal Revisions**

When submitting revised proposals Offerors shall submit changes in accordance with the following.

Proposal revisions shall be submitted as one original, three hard copies and an electronic copy on CD.

In the upper right corner of each revised page, include the Offeror name, exact location (volume, section, page number, etc.) within the original proposal, and date of transmittal. Changed pages shall be submitted on yellow paper. Changes shall be marked by a change bar in the margin to indicate the changed part of each page. If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e. 93-a...93-d). For each deleted page, a blank page shall be submitted denoted with "page intentionally left blank" and the original page number.

## **L.4 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I: TECHNICAL PROPOSAL**

The Technical Proposal Volume should be specific and complete. The technical proposal shall describe the Contractor's experience, capability, and approach to providing utility service. It should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with Section C, *Description/Specifications/Work Statement*, will be considered technically unacceptable and will not be considered further.

The proposal shall detail the Offeror's understanding of the scope of work for this effort by detailing how each of the following tasks will be accomplished. The technical proposal shall specifically address each of the following subfactors.

1. Experience and Organizational Capability
2. Operations and Maintenance Plan, Service Interruption/Contingency Plan and Quality Management Plan
3. Initial Capital Upgrades and Initial Renewals and Replacements Plan
4. Operations Transition Plan
5. Environmental, Historical, and Cultural Resources Plan

## **L.4.1 Subfactor 1: Experience and Organizational Capability**

L.4.1.1 Experience. Describe the Offeror's comparable experience within the last five (5) years in providing the type(s) of utility service for which the Offeror is proposing. Comparable service should be for individual or classes of customers whose service requirements are similar to those specified in this solicitation. Measures for comparable service may include, but not be limited to, such factors as utility system line miles, capacity, number of customers and/or service locations, valuation of distribution facilities, geographic area served and type and magnitude of individual or collective capital projects.

L.4.1.2 The Offeror shall submit a Management Plan and organization chart showing the Offeror's corporate structure and lines of authority. Resumes of Offeror's designated key personnel (to include on-site key personnel) should be included in the proposal. Provide letters of commitment for all Subcontractors that are to provide significant portions of the work. If Subcontractors are to provide major portions of the work and you desire the Subcontractors' credentials to be considered, please provide letters of commitment for each. Roles and responsibilities should be discussed. The Government is particularly interested in the qualifications of supervisors, to include those personnel who will interact with the Government for the purposes of planning and daily coordination. The Offeror should address which team members will perform various tasks (prime or Subcontractor) and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). The Offeror should address how efficiency will be attained in all areas while providing a high level of quality service. The Offeror should address resources available for the support of the project, including facilities, equipment, inventory, and staffing. Include information on union agreements that may affect this contract. If the Offeror is a municipal utility or other not for profit organization, please discuss how you are organized and the essential aspects of your corporate charter. Discuss what role and authority any governing board and/or city council will have in operations and ratemaking. Provide a description of regulatory constraints and performance, to include a description of all regulatory influences and how they interface with the Offeror's performance under the contract. As applicable, an Offeror should reference tariffs, rules and other documented procedures that would guide or control the performance of the technical effort.

## **L.4.2 Subfactor 2: Operations and Maintenance Plan, Service Interruption/Contingency Plan and Quality Management Plan**

Offeror shall submit an Operations and Maintenance Plan, Service Interruption/Contingency Plan and Quality Management Plan in accordance with the requirements of Section C, *Description/Specifications/Work Statement*. The Operations and Maintenance, Service Interruption/Contingency Plan and Quality Management Plan will be incorporated into the contract after contract award but prior to performance of O&M services.

### **L.4.2.1 Operations and Maintenance Plan**

The O&MP shall describe, in detail, how system operation and maintenance will be accomplished as it relates to: who will be responsible for daily O&M, whether it will be performed with in-house staff or subcontracted; how the specific requirements of Section C, *Description/Specifications/Work Statement* are to be met; and what standards will be followed. The Contractor's published operations and maintenance policies and procedures may be provided to document the standards to be utilized for the provision of utility service.

When developing the O&MP, the criteria listed below, if applicable, should be considered. For each of the proposed performance standards and/or specifications, describe how the performance standards and/or specifications will be met.

Quality, Reliability, Recurring and Preventative Maintenance, Availability, Voltage Regulation, Demand and Distribution Capacity, Limitation of Fault Current, Corrosion Control, Lightning Protection and Harmonics Problems, Minimization of System Losses and Power Factor Corrections, Safety of Government Personnel and Property, Service Connection Standards and Specifications, Distribution Construction Standards, Commissioning Standards, Color Identification and Markings, System Inspections, Meter and Equipment Calibration, Service Interruption Frequency, Operating Permits, and Employee Certifications.

#### **L.4.2.2 Service Interruption/Contingency Plan**

The Offeror shall submit a Service Interruption/Contingency Plan IN ACCORDANCE WITH the applicable requirements of Section C, *Description/Specifications/Work Statement*, paragraph C.7, *Response to Service Interruptions and Contingencies* and paragraph C.8, *Repair Response Notification Procedures*. The Offeror shall describe how minor emergency repairs and major disaster recovery will be accomplished as it relates to who will be responsible and whether it will be performed with in-house staff or subcontracted personnel. Describe where the staff will be located and the positions to be located there. Indicate the expected responses to routine and emergency service requests and how quickly you can respond. The Service Interruption/Contingency Plan will be incorporated into the contract at time of award.

The Service Interruption/Contingency Plan should, at a minimum, address the following:

- Resources to be utilized in the implementation of the procedures described in the Plan
- Detailed contingency plan of action (including Government notifications)
- Estimated response time
- Estimated time for reestablishment of temporary service
- Estimated time for reestablishment of permanent service
- Emergency Restoration Plan in the event of widespread utility outage

The Offeror shall describe procedures, methods, and safety practices for working with and in the vicinity of around energized equipment. Specifically describe practices for working on energized overhead lines and in manholes containing energized conductors and equipment. Describe measures to be employed at USMA to minimize service disruptions and assure a high degree of availability and reliability.

The Contractor shall describe the facilities required on the installation that will be required to support operation, maintenance, and construction. The Offeror shall specify whether the facilities will be existing space or new buildings/facilities. Information to be provided includes: type and use of each facility; square footage; parking area; warehouse/storage areas; utilities required; paved access land space requirements; and cost of construction.

#### **L.4.2.3 Quality Management Plan (QMP)**

The Offeror shall submit a draft Quality Management Plan (QMP).

The definition of the QMP shall include, but not be limited to, the following:

- Ensure compliance with the procedures of the Operations and Maintenance Plan.
- Staffing Plan, which clearly defines: which personnel will perform various tasks; the qualifications of each staff position; and where the personnel and material (inventory) will be located (on-site, off-site, home office, etc.). Provide an organizational chart showing the number of persons available and their respective disciplines/positions (clerical, engineering, customer service, etc). Clearly define roles, responsibilities and lines of authority between corporate, technical, field and subContractor management levels (if applicable). Identify the person responsible for being the point of contact to the Government and/or the individual facility. The staffing plan shall also identify training and certifications required for each staff position and the Contractor's approach to ensuring personnel are current in training and certifications. The Offeror should address how efficiency will be attained in all areas while providing a high level of quality service. The proposed staffing plan shall provide resumes of the Offerors key personnel, including management directly responsible for performance under the contract and for supervision of day-to-day activities. Discuss each position, the responsibilities of the person holding the position to include specific duties, and the qualifications (education, specific technical training, work related experience, relevant certifications) of the individual.
- Quality Awards and Certificates.
- Identify processes for obtaining customer feedback and translating feedback into appropriate process improvements.
- A proven system of inspections or other quality assessment procedures and techniques.
- Record keeping (maps, GIS integration, data updating, etc).
- Performance metrics and standards to be used to assess and improve the quality and cost of contract work by identifying, reporting, and correcting deficiencies and preventing reoccurrence.
- An Environmental Compliance Plan that addresses the requirements of Section C, *Description/Specifications/Work Statement*, paragraph C.10.
- A Service Continuity Assurance Plan that describes any plans to ensure continuous service and minimize any service disruptions as it relates to system configuration modifications proposed, line maintenance practice, and line repair practice.

### **L.4.3 Subfactor 3: Initial Capital Upgrades and Initial Renewals and Replacements Plan**

Offeror shall submit an Initial Capital Upgrades and Initial Renewals and Replacements Plan in accordance with applicable requirements of Section C, *Description/Specifications/Work Statement*. An Initial Capital Upgrades and Initial Renewals and Replacements Plan will be incorporated into the contract at time of award.

The Initial Capital Upgrades and Initial Renewals and Replacements Plan shall describe in detail the purpose, scope and cost of the initial capital upgrades and provide a detailed description of the Contractor's procedures for identifying, financing and scheduling long-term capital renewals and upgrades. The plan shall include, at a minimum, the following:

1. Detailed description of all proposed initial capital upgrades and initial renewals and replacements to the utility system. A schedule for implementing proposed capital upgrades and initial renewals and replacements shall be included.

2. Conceptual methodology that will be used for scheduling renewals and replacements for the duration of the contract to ensure long-term efficient level of service.
3. As applicable, conceptual plans for, including methods for monitoring the effectiveness of, energy efficiencies and conservation projects for purposes as defined in paragraph C.3.4, *Energy Efficiency and Conservation*.

#### **L.4.4 Subfactor 4: Operational Transition Plan**

The Offeror shall submit an Operational Transition Plan in accordance with Section C, *Description/Specifications/Work Statement*, paragraph C.13, *Operational Transition Plan*. The transition plan shall propose a plan and a schedule for inventory, coordination of joint Contractor-Government activities. It shall include turnover of the facilities (See also J.24, Government Provided Facilities), equipment, permits, operation and maintenance, and other responsibilities to include any new construction, installation of meters required for utility billing, turnover of meter readings and billing responsibilities, and the process for evaluating existing employees for employment. The operational transition plan shall include procedures and an implementation schedule for the following:

1. Transition of system operations including procedures for operation and maintenance during the transition.
2. The Offeror's plans for onsite familiarization.
3. Implementing new connections and new meter requirements.
4. The Offeror's approach and time schedule for obtaining any required operating permits.
5. The Offeror's plan for the pre-transfer inventory and mapping update. The inventory and mapping update will be used as the basis for easements and Government asset transfer.
6. The Offeror's logistical approach to inventory and transfer of utility system assets (fixed and non-fixed), manuals, and records.

The level of detail required in the Offeror's proposal shall be to the level necessary to support the price proposal. The Offeror should describe all efforts to be performed by the Offeror, both qualitatively and quantitatively, and the details of support effort that the Offeror expects from the Government. The level of description required may include, but not be limited to the following:

- details of how an Offeror will determine and document the location of the system equipment (both above and below grade),
- how many elements he proposes to utilize to verify the system element location relative to the mapping coordinate system,
- what records would be utilized for mapping updates,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in updating the mapping system.
- what equipment (nameplate/birthmark/size) information will be recorded,
- how equipment information will be procured, together with statements as to whether each piece of equipment will be examined or whether it will be done on a sampling basis (how many & what sample frequency),
- what records would be utilized for development of the inventory,
- if interviews with installation personnel are considered necessary and how they would be performed and utilized in development of the inventory.



#### **L.4.5 Subfactor 5: Environmental, Historical, Cultural Plan**

The Offeror shall describe how he/*she* will execute work under the contract in accordance with the contractual and regulatory provisions regarding environmental, historical, and cultural resource requirements in accordance with the requirements at C.10, Environmental Compliance and C.17, Unique Historical, Architectural and Landscaping Requirements.

### ***L. 5 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: PAST PERFORMANCE***

The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section L, Attachment 1) with its proposal. An original hard copy of the Offeror's past performance information shall be submitted within a three-ring binder.

#### **L.5.1 References.**

**L.5.1.1 Offeror References.** Offerors shall provide information for up to 6 of its largest customers about their past performance on projects of similar complexity and type as that required in the RFP. Offerors shall present the information requested in Attachment 1 below as part of their proposal, which includes the name and address of the customer, primary point of contact and telephone number, and a brief description of the services and facilities provided. Past performance references and contracts submitted may include those with Federal, State, or local Governments, and those with commercial or private customers of similar scope, size and complexity for efforts similar to the Government requirement. Projects cited and references should be recent (within the last 5 years of the date of the proposal).

**L.5.1.2 Subcontractor/Joint Venture References.** The Offeror shall provide references for proposed major Subcontractors and for each firm participating in a joint venture or teaming arrangement. Major Subcontractors are those that will be performing a significant portion of the work (over \$500,000). A Standard Form 294 is a suitable alternative. For major Subcontractors, Offerors must include Subcontractor authorization for release of their past performance information to the prime.

**L.5.1.3. Accuracy of References.** The Government does not assume responsibility for investigating inaccurate references. Failure to provide valid client contacts and/or incomplete, valid past performance references may result in these references not being considered.

**L.5.2 System Acquisitions.** Offerors shall provide a list of all system acquisitions in the last 5 years or all contracts and subcontracts currently in progress, which are of similar scope, magnitude, and complexity. Contracts listed may include those entered into by the Federal Government, agencies of state and local Governments and commercial customers. The list must include, as a minimum, the following:

1. Name of acquisition or project
2. Brief description of contract or subcontract
3. Total contract value
4. Period of performance
5. Principal parties involved and telephone numbers

**L.5.3 Status Statement.** The Offeror shall provide a written statement concerning its status with any independent Federal, state, or local regulatory authority with jurisdiction over each utility service on which the Offeror is bidding. The statement should include discussion on any violations, penalties, or other enforcement actions taken against the Offeror within the last five (5) years. The Offeror should not include information on any current investigations if releasing such information would be deemed a violation of law. The statement should include the following:

1. Name of regulatory authority
2. Address and telephone number of authority
3. Point of contact within the authority for verification

**L.5.4 Awards and Certifications.** The Offeror should describe any quality awards or certifications that indicate the Offeror possesses a high quality process for developing and producing the product or service required. Identify the segment of the company (one division or the entire company) which received the award or certification, and when the award or certification was received. If the award or certification is over three years old, present evidence that the qualifications still apply. A negative response is required if the Offeror has no awards or certifications.

## **L.6 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III - CONTRACT DOCUMENTATION**

### **L.6.1 Standard Form (SF) 33 & Representations and Certifications**

Volume III shall include the following:

- A completed, signed and dated SF 33. The *original* copy should be clearly marked under separate cover and should be provided without any punched holes.
- Completed Section K

### **L.6.2 Alternate Proposals and Exceptions to Terms and Conditions**

The Government encourages the submission of alternate proposals, which add value when compared with the requirements in the RFP. Provide a rationale explaining the advantages of the alternate proposal to the Government.

In addition, exceptions may be taken to individual terms and conditions of the RFP. Exceptions taken to individual terms and conditions of the RFP shall be clearly identified. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide a rationale in support of the exception, explaining its effect in comparison with the original requirements of the RFP. This information shall be provided in the format and content of the table below. Unless included in this volume, no exceptions to terms and conditions will be assumed and any resultant contract will incorporate the terms and conditions of the RFP.

#### **RFP EXCEPTIONS**

<b>RFP Document</b>	<b>Paragraph/ Page</b>	<b>Requirement/ Portion</b>	<b>Rationale</b>
SOW, RFP Model Contract, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the

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Government's terms  
and conditions might be  
advantageous to the  
Government

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## **L.6.3 Other Required Information**

### **L.6.3.1 Authorized Personnel**

Provide the name, title, and telephone number of the company representative(s) who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

### **L.6.3.2 Subcontracting Plan (Large Businesses Only)**

If the Offeror proposes to use Subcontractors to perform any of the tasks/services under the solicitation, a Subcontracting Plan, prepared IN ACCORDANCE WITH FAR 52-219-9, Small Business Subcontracting Plan, shall be included as part of their proposal submission. If the Offeror proposes to perform all tasks/services under the solicitation using internal resources, provide a short explanation stating this fact for purposes of addressing this area.

### **L.6.3.3 Socioeconomic Plan**

If the Offeror proposes to use Subcontractors to perform any of the tasks/services under the solicitation, a socioeconomic plan shall be submitted as part of their proposal demonstrating their commitment to providing subcontracting opportunities to small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions. All Offerors, regardless of business size, are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in house shall be identified in the socioeconomic plan. If the Offeror proposes to perform all tasks/services under the solicitation using internal resources, provide a short explanation stating this fact for purposes of addressing this area.

**SOCIOECONOMIC PLAN:** In addition to any subcontracting plan required by Clause 52.219-9, describe the extent of participation of small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions in performance of the contract whether as a joint venture, teaming arrangement, or subContractor. As part of this description the Offeror shall include:

1. A description of the efforts the company will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have equal opportunity to compete for subcontracts under any resulting contract.
2. A description of the Offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
3. The specific names of Subcontractors to the extent they are known.
4. A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the contract period.

5. Identification of the portion of the Offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
6. The type of performance data the Offeror would accumulate and provide to the Contracting officer regarding your support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the period of contract performance.
7. The name and title of the individual principally responsible for ensuring company support to such firms.

## **L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV: PRICE PROPOSAL**

### **L.7.1 Submission of Certified Cost or Pricing Data**

If adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, *Certificate of Current Cost or Pricing Data*) may be required. In the event that cost or pricing data is required, the Offeror shall provide cost or pricing data within 30 calendar days after receipt of the Contracting Officer's request.

### **L.7.2 General**

The Offeror shall submit schedule B-1, B-2, B-3, or B-4 together with supporting information and data. Price support information shall include spreadsheets from which the price is developed, submitted in Microsoft Excel format, with all supporting files and calculations (complete with formulas and the location of cells used to perform calculations).

### **L.7.3 Accounting Systems**

The Offeror shall describe the accounting system proposed for this contract.

### **L.7.4 Organization**

Volume IV shall consist of the following sections:

- Table of Contents
- Section 1: Schedule B-1/B-2/B-3/B-4, Utility Service Payment by the Government.
- Section 2: Price Proposal, Pricing Assumptions, and Proposal Details
- Section 3: Accounting Systems
- Section 4: Price Risk Assessment

### **L.7.5 Detailed Instructions for Price Proposal**

#### **Table of Contents**

The Table of Contents shall specify, by page number, the location of information requested in these instructions.

#### **Section 1 - Schedules B-1, B-2, B-3, and B-4**

In accordance with Section B, Offerors may propose as a regulated entity under a tariff rate using Schedule B-2, or as a non-regulated entity using Schedule B-1, B3, or B-4.

Include a completed copy of the RFP Schedule B-1, B-2, B-3, or B-4 *Utility Service Payment by the Government*, as appropriate.

**Section 2 -- Schedules B-1, B-3, and B-4 - Price Proposal, Pricing Assumptions, and Proposal Details.**

**A. Offerors not proposing tariff rates may use one of the following methods:**

1. **“Rate Based” Method.** - The rate-based method is one whereby the O&M price is estimated using the Offerors historical cost rate (e.g., \$/mile) or a price-based rate (e.g. \$/ kWh) to serve similar customers through similar utility systems receiving a similar level of service. The price developed from a rate-based method will be supported by the Offerors documented historical cost to providing similar services to similar customers with the service defined by the Offeror’s service policy and line extension policy.

2. **“Estimated Cost” Method.** - The estimated cost method is one whereby the Offeror’s price is developed as a detailed line item cost estimate. The estimated cost method requires that a work plan be defined in the proposal by task, in order to develop the detailed line item cost estimate.

**3. Pricing Assumptions and Proposal Details.**

The Offeror shall submit Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*, and provide data for O&M costs, capital costs, system acquisition price, and operations transition costs. The Offeror shall also submit narrative descriptions of his assumptions and pricing approach. In discussion of the price proposal the Offeror should include narrative that describes the pricing approach and methodology relative to flexibility, ease of modification, ease of administration, streamlining of day-to-day business practices, simplicity (pricing mechanisms), and the accommodation of accurate periodic price redetermination. ***Offeror’s pricing shall identify and define all insurance costs including catastrophic insurance (whether purchased or self-insured).***

**Operations and Maintenance (fifty years).** For the operations and maintenance component the Offeror shall clearly establish a direct correlation between the price listed in Schedule B-1, B-3, or B-4 and the operations and maintenance plan provided in accordance with section L.4.2.1, *Operations and Maintenance Plan*.

a. Rate Based Method – If the Offeror’s estimating technique is to develop this proposal based on a historical cost rate (e.g., \$/mile) or a price based rate (e.g., \$/kWh) to serve similar customers through similar utility systems receiving a similar level of service, the Offeror shall provide the following:

(1). Service Policy. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the rate proposed. A Service Policy is defined as a written description of service to be provided for the price charged. For companies regularly engaged in utilities work, a customer might expect to receive any and all necessary distribution system O&M, system renewal, and some system improvements all for a set rate. Any work specified by the company's published line extension policy would be provided at an extra charge. The Service Policy in this case would be the combination of the company's published line extension policy plus a statement that all service outside that defined by the line extension policy is provided at the rate proposed. For items that fall outside the standard service policy (such as mobilization) and that may fall within the Offerors line extension policy (such as system expansion and possibly initial system upgrades), the Offeror will have to submit a detailed work plan in order to define the work to be performed.

(2). Price Backup. The Offeror shall explain the method used to develop the cost estimate. In addition, the Offeror shall:

(a) Provide a narrative describing the similarities of the installation as a customer to the customer rate class served by the comparable system (e.g. commercial, residential, and industrial).

(b) Provide the Rate Support Schedule in Section J, Attachment J.4. This schedule compares the characteristics of similar systems versus the characteristics for the installation (i.e., age, condition, size, construction standards, location, regulatory standards, etc). Schedule items provided are not limited to those listed on the schedule and some may not apply.

(c) Provide the service policy for the similar systems.

(d) Prepare a schedule of the specific rate components and their share of the total rate. Include discussions about the comparability of respective rate components for the similar system and the Army utility system(s). This comparison will include a comparison of the cost or price elements that comprise the rate you are proposing (such as distribution operation expense, distribution maintenance expense, meter reading expense, customer accounts expense, customer service expense). The measuring criteria used for these comparisons will be those that are standard to the respective industry (e.g., dollars per kWh, dollars per line mile, etc). Clearly show and explain how the rate is adjusted for differences in the respective plants, services or conditions under which the services are provided. Clearly distinguish capital renewal and upgrade effort that is included in the proposed rate.

b. Estimated Cost Method - If the Offerors estimating technique is based on a build-up of estimated costs, Offeror shall provide the following.

(1) Service Policy. The Offeror shall provide a copy of the Service Policy outlining the types of effort provided for the price proposed.

(2) Price Backup. The Offeror shall explain the method used to develop the cost estimate. The Offeror shall submit support for the price proposed including a detailed line item estimate developed from the Offerors documented work plan, work breakdown structure, and cost estimate for specific tasks. In addition, the Offeror shall:

(a) Provide detailed pricing data for all labor (labor rate, fringes, and overhead burdens), materials and procurement costs, insurance, equipment, general and administrative, overhead costs. Provide the amount of profit/fee for a complete price for the staff.. Clearly show how these profits are applied to the selected tasks.

(b) For periodic study costs and other specific task support for O&M, a fill-in schedule is not specifically provided, however the Offeror should provide a detailed task by task cost estimate to support the price included in the project table to show the associated man-hours, labor, materials, equipment, and overhead cost for each major line item or task, and the anticipated year in which studies are to be performed. If performed by in-house personnel, cross-reference the labor with the staffing plan.

(c) For other annual O&M costs such as equipment, materials, taxes,-etc., complete the attached cost schedules as appropriate (see Section J, Attachment J.4). Items provided are not limited to those listed and some may not apply. Utilize the Description column to clarify assumptions and explanations.

(d) For O&M executed by subcontract, define the work and provide costs estimates.

(3) Describe and illustrate how various overhead amounts/rates are computed and applied to various line items or task. Taxes and franchise fees, if applicable, shall flow straight through to the

Government without any sort of mark-up designed to benefit or compensate the Contractor. Federal Taxes and any CIAC tax should be separately identified in the schedules provided. For all annual O&M costs, provide the amount of profit/fee for a complete price for the annual O&M. Clearly show how these profits are applied to the selected tasks.

**Capital Costs**

a. Renewals and Replacements. Renewals and Replacements are defined in C.11.2, *Capital Upgrades and Renewals and Replacement*. For the Renewals and Replacements component, the Offeror shall propose a 50-year schedule for renewals and replacements of major system components given the information available in this solicitation, technical library, through site visits, and other pertinent information. The 50-year schedule for renewals and replacements shall be established as shown in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*. The Offeror shall clearly establish a direct correlation between the 50-year schedule for renewals and replacements and the proposed renewals and replacements component of the price presented in Schedule B-1, B-3, or B-4. If the correlation includes a residual value at the end of the 50-year schedule, the Offeror shall clearly demonstrate the basis for the residual value.

b. Capital Upgrades. The Offeror shall provide cost information for capital upgrades listed in the Capital Upgrades and Renewals Plan provided in their proposal in accordance with C.11.2, *Capital Upgrades and Renewals and Renewals Plan*. Information to support the price proposed for capital upgrades shall include total upgrade price, estimated completion date, and the number of months the price will be amortized as proposed by the Offeror. This information should be provided in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*.

c. Recoverable Portion of the Purchase Price. The recoverable portion of the purchase price (purchase price as offered in Sub-CLIN AD) is the portion of the purchase proposed for recovery by the Offeror. The Offeror shall provide the monthly purchase price recovery amount and the number of months for which this recovery will be applicable. After the time period proposed by the Offeror expires, this portion of the monthly fixed payment will be removed from the contract price. An amortization schedule should be provided in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*.

**Acquisition Price**

Price Backup. The Offeror shall explain the method used to for determination of fair market value (appraisal, book value, business value, etc) and development of the acquisition price. The Offeror shall provide price support for the proposal and assumptions on which it is based.

**Operations Transition Costs**

Price Backup. The Offeror shall explain the method used to develop the cost estimate. The Offeror shall submit support for the price proposed including a detailed line item estimate developed from the Offerors documented work plan, work breakdown structure, and cost estimate for the specific tasks. The Offeror shall propose recovery of capital costs associated with mobilization in accordance with H.8 s(set-up at the site including any new buildings, warehouses, etc. with equipment in place and ready to begin the O&M of the utility system).

**Economic Price Adjustment Index Methodology**

In the Price Proposals, Offerors shall specify the index or indices they propose as a price adjustment mechanism. Offerors shall explain why the indexes proposed were selected, comprehensively describe the working of the price adjustment mechanism including the timing of adjustments and the composition of the base, and provide a sample calculation.

**B. Offerors proposing tariff rates may use one of the following methods:**

For each proposed tariff the Offeror shall provide an explanation of each tariff, how each tariff will be applied, the locations to which each tariff applies, and the rationale for applying each tariff. The Offeror shall provide information on how the proposed tariff rate(s) will be applied to determine the monthly charge. The Offeror shall provide any assumptions in determining which rate to apply. Describe the rate/rates, how and what assumptions you are using to determine the annual costs for the different rates. Offeror shall describe how the offered rate differs from the rate under which service is currently being provided to the Installation and the economic impact of any proposed change in rate. ***Offeror's pricing shall identify and define all insurance costs including catastrophic insurance (whether purchased or self-insured).*** As part of the offer the Offeror shall provide the following if applicable:

1. Service Class
2. Description of the Service Class adequate to establish applicability to this procurement
3. Tariff schedule
4. Assumptions of service (estimated usage per building per service class, etc.)
5. Based on the tariff rate proposed, the calculated annual cost
6. An explanation of the regulatory process, if any that will apply prior to the imposition of future price changes.
7. Capital, Renewals and Replacements.
  - a. Renewals and Replacements are defined in C.11.2, *Capital Upgrades and Renewals and Replacement*. For the Renewals and Replacements component, the Offeror shall propose a 50-year schedule for renewals and replacements of major system components given the information available in this solicitation, technical library, through site visits, and other pertinent information. The 50-year schedule for renewals and replacements shall be established as shown in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*. The Offeror shall clearly establish a direct correlation between the 50-year schedule for renewals and replacements and the proposed renewals and replacements component of the price presented in Schedule B-1, B-3, or B-4. If the correlation includes a residual value at the end of the 50-year schedule, the Offeror shall clearly demonstrate the basis for the residual value.
  - b. Capital Upgrades. The Offeror shall provide cost information for capital upgrades listed in the Capital Upgrades and Renewals Plan provided in their proposal in accordance with C.11.2, *Capital Upgrades and Renewals and Renewals Plan*. Information to support the price proposed for capital upgrades shall include total upgrade price, estimated completion date, and the number of months the price will be amortized as proposed by the Offeror. This information should be provided in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*.
  - c. Recoverable Portion of the Purchase Price. The recoverable portion of the purchase price (purchase price as offered in Sub-CLIN AD) is the portion of the purchase proposed for recovery by the Offeror. The Offeror shall provide the monthly purchase price recovery amount and the number of months for which this recovery will be applicable. After the time period proposed by the Offeror expires, this portion of the monthly fixed payment will be removed from the contract price. An amortization schedule should be provided in Attachment J.4, *Rate Based Pricing Method and Estimated Cost Based Pricing Method*.



### **Acquisition Price**

Price Backup. The Offeror shall explain the method used to for determination of fair market value (appraisal, book value, business value, etc) and development of the acquisition price. The Offeror shall provide price support for the proposal and assumptions on which it is based.

### **Operations Transition Costs**

Price Backup. The Offeror shall explain the method used to develop the cost estimate. The Offeror shall submit support for the price proposed including a detailed line item estimate developed from the Offerors documented work plan, work breakdown structure, and cost estimate for the specific tasks. The Offeror shall propose recovery of capital costs associated with mobilization in accordance with H.8 s(set-up at the site including any new buildings, warehouses, etc. with equipment in place and ready to begin the O&M of the utility system).

### **Section 3 -- Accounting System**

Summarize your accounting system as it pertains to this acquisition. Describe how the system will account for all cash flows between the Government and the Contractor and all direct and appropriately allocated indirect costs incurred by the Contractor.

For Offerors proposing Cost Accounting Standards (CAS) compliant accounting systems as a Uniform System of Accounts (USOA): state whether or not your Disclosure Statement has been determined adequate by the cognizant Government ACO. If determined adequate, provide date of approval. Identify any outstanding CAS violations; provide status/action being taken. If exempted from submitting a CAS Disclosure Statement so state, and identify the reason for the exemption.

### **Section 4 -- Cost Risk Assessment**

a. **Self Assessment.** Submit a risk analysis that identifies cost risk areas and the recommended management approach to mitigating/controlling the impact of those cost risks on the overall success of the program. Use the sample format below:

Cost Risk Area	Mitigation
Explain the risk element	Explain plans to mitigate

b. **Catastrophic Loss.** Per H.3, Catastrophic Loss, the Offeror shall propose how it plans to protect itself from a catastrophic loss.

**ATTACHMENT 1: PAST PERFORMANCE INFORMATION**

Provide the information requested in this form for each reference. (Joint Venture Partners and major subContractor references are also to be provided using this form.) Provide comments regarding your performance on the contracts you identify.

**A. OFFEROR NAME (COMPANY/DIVISION) AND LOCATION (CITY/STATE):**

(Note: If the Company or Division performing this effort is different than the Offeror, or the relevance of this effort to the acquisition is impacted by any Company/Corporate organizational change, note those differences/changes and explain why the past performance should be attributed to the Offeror refer to the "Organizational Structure Change History" you provided as part of your relevant present and past performance volume.)

**B. CONTRACT/PROJECT SPECIFICS:**

1. Contract/Project Number \_\_\_\_\_
2. Period of Performance \_\_\_\_\_
3. \$ Value \_\_\_\_\_

**C. BRIEF DESCRIPTION OF EFFORT AS \_\_PRIME, \_\_JOINT VENTURE PARTNER, OR \_\_SUBCONTRACTOR.**

(Please highlight portions considered most relevant to current acquisition)

**D. PRIMARY POINTS OF CONTACT:**

Name: \_\_\_\_\_

Office \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

Fax \_\_\_\_\_

**E. ADDRESS PROBLEMS ENCOUNTERED ON THIS CONTRACT/PROJECT AND YOUR SOLUTIONS TO THOSE PROBLEMS.**

**F. Indicate (yes or no) if you owned, operated, maintained the system for the referenced customer. Indicate if the system was located on the customer's site.**

	OWN	OPERATE	MAINTAIN	ON SITE
Electrical Distribution System				

**G. ADDRESS ANY TECHNICAL (OR OTHER) AREA ABOUT THIS PROGRAM CONSIDERED UNIQUE.**

**H. SPECIFY BY NAME ANY KEY INDIVIDUAL(S) WHO PARTICIPATED IN THIS PROGRAM AND IS/ARE PROPOSED TO SUPPORT THE INSTANT ACQUISITION. ALSO, INDICATE THEIR CONTRACTUAL ROLES FOR BOTH ACQUISITIONS.**

**I. ADDRESS PROBLEMS ENCOUNTERED ON THIS CONTRACT, YOUR SOLUTIONS TO THOSE PROBLEMS, AND THE EFFECTIVENESS OF THE SOLUTIONS IMPLEMENTED.**

**J. IDENTIFY IF A SMALL BUSINESS OR DISADVANTAGED BUSINESS PLAN OR GOAL WAS REQUIRED. IF SO, IDENTIFY IN TERMS OF A PERCENTAGE OF THE PLANNED VERSUS ACHIEVED GOAL DURING THE CONTRACT. IF GOALS WERE NOT MET. PLEASE EXPLAIN.**

**K. DESCRIBE/DISCUSS THE RELEVANCY OF THE SERVICES YOU PROVIDED ON YOUR REFERENCED CONTRACT TO THESE QUESTIONS AS THEY MAY PERTAIN TO THE SPECIFIC UTILITY.**

**Electrical System**

1. How much power or energy do you provide the customer? Please answer in term of kilowatts, megawatts or kW hours, Mw hours. Are there demand charges? How many buildings are served?
2. Do you own, operate and maintain the substations, transformers, switchgear and distribution system? If not please describe; i.e. own but subcontract operation and maintenance; do not own but manage operation and maintenance; operate the overhead distribution system but not the substations, transformers, and switchgear etc.
3. How much of the distribution system do you own/operate? (Approximate length.) Do you serve other customers?

## SECTION M

# Evaluation Factors for Award

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## M.1 BASIS FOR CONTRACT AWARD

Award will only be made if (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned.

A contract will be awarded to the Offeror who is deemed responsible in accordance with FAR 9.1, whose proposal meets the criteria described in the above paragraph, and whose proposal is determined to represent the best value to the Government based on the evaluation factors listed below. All proposals will be evaluated based on the evaluation factors listed below. The lowest priced proposal may not necessarily receive the award; likewise, the highest rated technical proposal may not necessarily receive the award.

## M.2 EVALUATION OF PROPOSALS

*A team of Government employees selected by the Contracting Officer will evaluate proposals. Offerors are further advised that employees of the firm identified below may serve as non-voting advisors in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition or associating/subcontracting/consulting with firms competing on the procurement.*

*Bearing Point, Inc.*

*Attn: Joe LaBruno*

*999 Waterside Drive*

*Ste 2100*

*Norfolk, VA 23510*

*jlabruno@bearingpoint.net*

*Ph (757)616-7042*

*Fax (757)616-7134 or (757)616-7133*

*In accomplishing their duties relative to the source selection process, the aforementioned firms may require access to proprietary information contained in the Offeror's proposal material.*

*Therefore, pursuant to FAR 9.505-4, this firm must execute an agreement with each Offeror that states they will:*

*(1) Protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary and*

*(2) Refrain from using the information for any purpose other than that for which it was furnished.*

*To expedite the evaluation process, each Offeror must contact the above company to effect execution of such an agreement (SAMPLE CONFIDENTIALITY AGREEMENT located at the end of this section) prior to submission of proposals. Each Offeror shall submit copies of the agreement with their written proposal.*

*A Contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government will protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.*

### **M.3 ACCOUNTING SYSTEM**

Offerors lacking an acceptable accounting system will be determined non-responsible and ineligible for award.

### **M.4 EVALUATION FACTORS AND SUBFACTORS**

The five evaluation factors are: (1) Technical Approach; (2) Past Performance; (3) Risk; (4) Socioeconomic Plan; and (5) Price. The evaluation factors and subfactors are as follows:

- Factor 1: Technical Approach
  - Subfactor 1: Experience and Organizational Capability: will be evaluated for suitability in relation to the Government's needs.
  - Subfactor 2: Operations and Maintenance Plan, Service Interruption/Contingency Plan and Quality Management Plan: will be evaluated for the degree to which it ensures appropriate, efficient and effective operation and maintenance of the utility system(s) and an acceptable level of quality.
  - Subfactor 3: Initial Capital Upgrades and Initial Renewals and Replacements Plan: will be evaluated for the degree to which it supports the long-term ability of the utility system(s) to provide utility service(s).
  - Subfactor 4: Operations Transition Plan: will be evaluated for the degree to which it will ensure an effective and efficient transition.
  - Subfactor 5: Environmental, Historical, Cultural Plan: will be evaluated for the degree to which it will ensure the consideration of and accountability for the unique aspects and requirements of the USMA.

- Factor 2: Past Performance: will be evaluated based on the degree to which current and previous (within the past 5 years) contract efforts indicate the probability of the Offeror successfully accomplishing the requirements of the statement of work throughout the contract period. The currency and relevancy of the information, source of the information, context of the data, and general trends in Contractor's performance will be considered.

The Government will contact the Offeror's references to complete a Past Performance Questionnaire to determine customer satisfaction with the Offeror's performance, and will base the past performance evaluation on this information as well as all other relevant and reliable sources of information

Offerors are advised that the Government may use information gained from any source known to the Government to evaluate past performance, provided such information is recent (within the past 5 years).

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will be assigned a rating of "unknown" which is neither favorable or unfavorable. However, an Offeror proposing as a Joint Venture whose partner has a record of good (or higher) past performance on relevant and recent contract, or proposes to utilize Subcontractors (who will be performing a significant portion of the work) , or key management personnel who have a record of "good" (or higher) past performance on relevant and recent contracts may positively affect the Offeror's past performance evaluation. Conversely, a record of less than "satisfactory" past performance for a Joint Venture partner or Subcontractors on relevant and recent contracts may negatively affect the Offeror's past performance evaluation.

- Factor 3: Risk
  - Subfactor 1: **Contract Risk**: Proposals will be evaluated on the degree to which award of a contract would present a risk of degradation of the quality of utility service(s).
  - Subfactor 2: Assurance of Long-term Price and Service Stability: Proposals will be evaluated on the potential for long-term price and service stability.
  - Subfactor 3: Price Reasonableness and Realism: Price reasonableness and realism analyses will be performed in accordance with FAR 15.404-1.
- Factor 4: Socioeconomic Plan: will be evaluated based on the degree to which an Offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, Small Businesses (which include Small Businesses, Small Disadvantaged Businesses, HUBZone Small Businesses, Women-owned Small businesses, and Veteran-owned small businesses) and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
- Factor 5: Price: The total evaluated price will not be rated or scored, but will be a consideration in the final source-selection decision. The Offeror's price proposal will be evaluated: as to reasonableness and realism (in accordance with FAR 15.404-1); to determine if the price reflects a clear understanding of the contract requirements and is consistent with the methods of performance described in the Offeror's proposal; and to determine the ease of application of the proposal methodology to the contract.

#### **M.4.1 Order of Importance for Evaluating Factors and Subfactors:**

Technical Approach, Past Performance, and Risk are of *approximately* equal importance. Socioeconomic Plan is the least important. When combined, Technical Approach, Past Performance, Risk, and Socioeconomic Plan, are significantly more important than Price.

Technical Approach and Risk will be evaluated at the subfactor level. Under Technical Approach, Subfactors 1 and 2 are the most important and of equal importance. Subfactors 3 and 4 are of equal importance but less important than Subfactors 1 and 2. Under Risk, Subfactors 1, 2 and 3 are of equal importance.

### **M.5 COMPARISON OF OFFERED PRICES WITH THE GOVERNMENT ESTIMATE**

In accordance with 10 USC § 2688, authority to privatize a utility system is subject to the action being in the long-term economic interest of the Government. To determine whether that criteria is met, the Government will use the Offeror's proposal to develop a projected 50-year price.

The present value of the projected price will be calculated and compared to the Government's present value estimate for a 50-year cost for Government ownership and operations and maintenance. Present values will be calculated at the discount rate specified in Appendix C of the Office of Management and Budget (OMB) Circular A-94 that is current at the time proposals requested herein are due.

#### **M.5.1 Schedules B-1, B-3, and B-4**

Each Sub-CLIN will be extended according to the following to arrive at an annual value:

**Sub-CLIN 0001AB – Fixed Monthly Charge:** The Fixed Monthly Charge will be multiplied by 12 months to reach the annual cost. The annual Fixed Monthly Charge will be included in each year of the cash-flow projection.

**Sub-CLIN 0001AC -** For the 50 year projected cash flow, the capital upgrade costs and replacement and renewal costs listed in the price proposal support schedules (Attachment 4) will be added to the Fixed Monthly Charge in Schedule B-1, B-3, or B-4 when the estimated completion date of the upgrade occurs and will be removed after the number of months proposed elapses. The recoverable portion of the purchase price listed in the price proposal support schedules (Attachment 4) will be added to the Fixed Monthly Charge in Schedule B-1, B-3, or B-4 for the number of months proposed by the Offeror.

**Sub-CLIN 0001AD – Monthly Credit as Payment for Purchase Price:** (Amortization of the purchase price calculated as a monthly credit against the Fixed Monthly Charge of the utility service). Monthly amortization values will be calculated for the time period proposed by the Offeror. The monthly rate will be multiplied by 12 months to reach the annual cost. After the time period proposed by the Offeror expires, this portion of the monthly fixed rate will be removed from the cash-flow projection.

#### **M.5.2 Schedule B-2**

Each Sub-CLIN will be extended according to the following to arrive at an annual value:

**Sub-CLIN 0001AB - Applicable Tariff:** The applicable tariff including capital upgrades as appropriate will be extended to calculate a 50-year projected cash flow. The recoverable portion of the purchase price listed in the price proposal will be added to the monthly tariff cost in Schedule B-2 for the number of months proposed by the Offeror.

**Sub-CLIN 0001AC – Initial Capital Upgrades / Connection Charges:** For the 50 year projected cash flow, the capital upgrade costs / connection charges will be included in the economic analysis for the time period proposed by the Offeror. .

**Sub-CLIN 0001AD - Monthly Credit as Payment for Purchase Price:** The total fixed monthly credit will be calculated for the time period proposed by the Offeror. Sub-CLIN AB will be removed from the cash-flow projection for the years after the time period proposed by the Offeror expires.

## **M.6 ADJECTIVAL RATING STANDARDS**

**M.6.1** The first and fourth evaluation factors will be adjectivally rated according to the rating standards provided below:

**Excellent:** To receive this adjectival rating, the Offeror must far exceed the requirements of the solicitation for the factor/sub-factor in question. In addition, the Offeror has an outstanding approach and/or special qualification for the criterion being evaluated. The Offeror demonstrates either through experience or approach, as applicable, that they bring some special contribution to this criterion and the project. The Offeror has outstanding attributes that are very specifically applicable to the criterion. Exceptionally low risk of failure. No significant weak points.

**Good:** To receive this adjectival rating, the Offeror must exceed the requirements of the solicitation for the factor/sub-factor in question. The Offeror demonstrates that they have a good approach and are well qualified to perform the effort. The Offeror has similar experience, or an approach, clearly applicable to the criterion. Minor risk of failure. Weak points can be readily overcome.

**Satisfactory:** To receive this adjectival rating, the Offeror must satisfy all requirements of the solicitation for the factor/sub-factor in question. The Offeror demonstrates that its organization can reasonably be expected to successfully perform these criteria. The Offeror has acceptable experience, or an approach, which can be applied to these criteria. Acceptable risk of failure. Weak points, even significant weak points, identified but can be overcome.

**Marginal:** To receive this adjectival rating, the Offeror satisfies a good number of the requirements of the solicitation (it may be unclear whether an offer meets the requirement, or shortcomings may be overcome) for the factor/sub-factor in question. Very real risk of failure. Significant weak points or failure to demonstrate the capability to meet a requirement may exist that could be overcome with some impact to the work.

**Unsatisfactory:** To receive this adjectival rating, the Offeror satisfies some (or perhaps none of the) requirements of the solicitation for the factor/sub-factor in question. The Offeror has a basic lack of understanding of the requirements, or has major problem(s) on approach, resulting in failure to meet requirements in critical areas. Major revision required to reach acceptability. Near certain risk of failure.

Note: The evaluators may assign further distinguishers such as low, mid, or high to each of the adjectival ratings described above if needed and warranted to properly portray the quality of each proposal.



**M.6.2** The second evaluation factor will be adjectivally rated according to the rating standards provided below:

**Excellent:** Based upon the Offeror's past performance record, essentially no doubt exists that the Offeror will successfully perform the required effort. The Offeror's past performance demonstrates the Offeror has gained experience and performed with such quality at other sites that it is likely selection will benefit the Government and there is little likelihood of other than minor problems. Very low performance risk.

**Good:** Based upon the Offeror's past performance record, little doubt exists that the Offeror will successfully complete the required effort. Low performance risk.

**Satisfactory:** Base upon the Offeror's past performance record, some doubt exists that the Offeror will successfully perform the required effort. Moderate performance risk.

**Marginal:** Based upon the Offeror's past performance record, substantial doubt exists that the Offeror will successfully perform the required effort. High performance risk.

**Unsatisfactory:** Based upon the Offeror's past performance record, extreme doubt exists that the Offeror will successfully perform the required effort. Very high performance risk.

**Unknown:** No relevant past performance record is available. This rating is neither favorable or unfavorable..

SAMPLE CONFIDENTIALITY AGREEMENT

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WHEREAS, (fill in the offeror's company name). (hereinafter referred to as the disclosing party) wishes to transmit certain information which the disclosing party deems proprietary, to (fill in the evaluator's company name) (hereinafter, referred to as the receiving party) which information relates to the Ballistic Missile Defense System Test Bed and,

WHEREAS, the receiving party wishes to receive such information for the purpose of assisting the U.S. Engineering & Support Center, Huntsville in the source selection process.

NOW, THEREFORE, the parties hereto agree that from the date of receipt of information marked as PROPRIETARY or CONFIDENTIAL, the receiving party shall not disclose it to any other person, firm or corporation or use it for its own benefit except as provided herein and shall use the same degree of care to avoid publication or dissemination of such information as the receiving party employs with respect to its own information which it does not desire to have published or disseminated. Such information shall not be deemed proprietary and the receiving party shall have no obligation with respect to any such information which:

- (a) is already known to the receiving party; or
- (b) is or becomes publicly known through no wrongful act of the receiving party; or
- (c) is rightfully received from third party without restriction & without breach of this Agreement; or
- (d) is independently developed by the receiving party; or
- (e) is furnished to a third party by the disclosing party without a similar restriction on the third party's rights; or
- (f) is required by appropriate legal authority to be disclosed; or
- (g) is approved for release by written authorization of the disclosing party.

The receiving party shall not be liable for inadvertent disclosure or use of proprietary information provided that upon discovery of such inadvertent publication, dissemination or use.

Neither party shall be liable for any indirect, special, consequential, punitive or multiple damages howsoever arising (whether in contract, tort or otherwise) out of this Agreement.

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, implied, or otherwise, for any invention, discovery or improvement hereafter made, conceived, or acquired, or for any invention, discovery or improvement made, conceived, or acquired prior to the date of this Agreement.

This agreement shall remain in full force and effect for a period of five (5) years.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2004.

RECEIVING PARTY

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DISCLOSING PARTY

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_